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6  
7

8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION

11 In re  
12 SAN JOSE AIRPORT HOTEL, LLC,  
doing business as  
13 HOLIDAY INN SAN JOSE, *et al.*,<sup>1</sup>

14 Debtors.

15 Fed. Tax ID No. 77-0428062  
16  
17

Case No. 09-51045-SLJ  
Chapter 7  
(Jointly Administered With 09-51073-SLJ)  
Hon. Stephen L. Johnson

**MOTION TO COMPROMISE  
CONTROVERSY WITH JUDGMENT  
DEBTOR**

**(Chandrakant (CK) Shah)**  
**[F.R.B.P. 9019(a); B.L.R. 9014-1(b)(3)]**

[No Hearing Required Unless Requested]

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28 <sup>1</sup> The Debtors in these jointly administered cases are: San Jose Airport Hotel, LLC, Case No. 09-51045-SLJ and  
Mobedshahi Hotel Group, Case No. 09-51073-SLJ.

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1 **TO THE HON. STEPHEN L. JOHNSON, UNITED STATES BANKRUPTCY JUDGE:**

2 Mohamed Poonja, Chapter 7 Trustee of the estate of the above-named Debtors, files this  
3 Motion to Compromise Controversy With Judgment Debtor (Chandrakant (CK) Shah) [F.R.B.P.  
4 9019(a); B.L.R. 9014-1(b)(3)] (“Motion”) and respectfully represents as follows.

5 **I. SUMMARY OF COMPROMISE**

6 If the compromise is approved, the Trustee will enter into a settlement agreement with a  
7 judgment debtor in this case, by which the Trustee will accept the sum of \$8,500,000 in cash in  
8 full, final and complete satisfaction of a judgment in the sum of \$11,648,758 obtained in 2013 in a  
9 related adversary proceeding, as described in further detail below.

10 **II. JURISDICTION / VENUE**

11 This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 1334(a) and 157.  
12 Venue is proper under 28 U.S.C. §§ 1408 and 1409. The Motion is a core proceeding pursuant to  
13 28 U.S.C. § 157(b)(2)(B). The Motion requests Court authorization for a compromise with  
14 judgment debtor.

15 **III. BACKGROUND**

16 A. San Jose Airport Hotel, LLC, doing business as Holiday Inn San Jose filed a  
17 voluntary Chapter 11 petition on February 18, 2009.

18 B. Mobedshahi Hotel Group filed a voluntary Chapter 11 petition on February 19,  
19 2009.

20 C. On August 26, 2009, the Court entered its Order Directing Joint Administration of  
21 Related Chapter 11 Cases, wherein the Chapter 11 case of San Jose Airport Hotel, LLC (“SJAH”)  
22 was ordered jointly administered with the case of Mobedshahi Hotel Group, (“Mobedshahi”). On  
23 May 7, 2010, the Court entered its Order Converting Cases to Chapter 7 wherein both the cases of  
24 SJAH and Mobedshahi (collectively, the “Debtors”) were converted to Chapter 7.

25 D. The Trustee is the duly appointed and qualified Chapter 7 Trustee of the Debtors’  
26 estates.

27 E. On August 11, 2011, as Docket No. 1 the Trustee caused to be filed Adversary  
28 Proceeding No. 11-05236 styled as *Mohamed Poonja, Chapter 7 Trustee for San Jose Airport*

1 *Hotel, LLC, dba Holiday Inn San Jose, Debtor, and Mobedshahi Hotel Group, Debtor vs. Sevak &*  
2 *Sons, L.P., a California limited partnership; Chandrakant Shah, an individual, and Mrudula C.*  
3 *Shah, an individual.*

4 F. On August 26, 2013, by way of a “Judgment in an Adversary Proceeding,” the Hon.  
5 Stephen L. Johnson, United States Bankruptcy Court, Northern District of California, entered a  
6 judgment (the “Judgment”) against Chandrakant (CK) Shah individually (“Mr. Shah”) for  
7 \$11,648,758. Costs and attorney fees were added to the Judgment in the amount of \$203,249.93 by  
8 order of Judge Johnson post-trial on October 24, 2013.

9 G. Mr. Shah appealed the Judgment to the District Court, resulting in a remand to the  
10 Bankruptcy Court on June 17, 2016 for further findings on causation and damages.

11 H. On remand, Judge Johnson of the Bankruptcy Court, based on the same record,  
12 reaffirmed the original judgment on February 7, 2017.

13 I. Mr. Shah, again, appealed to the District Court, which affirmed the Bankruptcy  
14 Court’s decision on March 22, 2018 in an “Order Affirming Judgment of Bankruptcy Court.”

15 J. Mr. Shah appealed to the Ninth Circuit Court of Appeal, which affirmed the  
16 Judgment.

17 K. The Judgment entered by the Bankruptcy Court and affirmed by the District Court  
18 and the Ninth Circuit is now final and in the sum of \$11,648,746, together with attorneys’ fees  
19 approved at \$203,249.93 and interest accrued thereon, together with additional attorneys’ fees that  
20 may be sought totaling approximately \$800,000, the Judgment is now in the sum of approximately  
21 \$12,800,000 or more (“Final Judgment”).

22 L. Upon the entry of the Final Judgment and prior thereto, levies were asserted against  
23 assets owned by Mr. Shah and/or others by the Trustee in an attempt to enforce the Final Judgment,  
24 with those efforts ongoing, including a proposed motion to add additional defendants<sup>2</sup> (the “Third  
25 Party Defendants”) to the Final Judgment (the “Section 187 Motion”).

26 ///

27 \_\_\_\_\_  
28 <sup>2</sup> Kamal Holdings, LLC, 1130-1132 Independence Mountain View, LLC, Sundowner Inn, LLC, County Inn, LLC,  
Quimby Road Ranch, LLC, and SKCM, LLC

1 M. The Trustee is currently in possession of or claiming rights to approximately  
2 \$1,842,337 as a result of his efforts to enforce the Judgment (the “Levied Funds,” as detailed  
3 below).

4 N. Mr. Shah, his spouse, Mrudula Shah<sup>3</sup> and certain of the Third Party Defendants  
5 claim rights to or exemptions in a portion of the Levied Funds.

6 **IV. THE COMPROMISE**

7 Attached as Exhibit A to the Declaration of Mohamed Poonja in Support of Motion to  
8 Compromise Controversy With Judgment Debtor is a copy of a fully executed Settlement  
9 Agreement between Chandrakant (CK) Shah and Mrudula C. Shah (collectively, “Shah”) and  
10 Mohamed Poonja, in his capacity as Chapter 7 Trustee of the Debtors’ estate (the “Agreement”).  
11 While the terms are specifically spelled out in the Agreement, they are summarized as follows:

12 **A. Terms of the Agreement**

13 1. The Trustee agrees to accept the sum of \$8,500,000 cash, in full and complete  
14 satisfaction of the Final Judgment; provided, however, the total amount is paid prior to January 31,  
15 2021 (the “Settlement Amount”). In the event the Settlement Amount is not paid by that date, any  
16 funds paid or already controlled by the Trustee will be applied toward the amount owed under the  
17 Final Judgment. Unpaid amounts will continue to accrue interest, attorneys’ fees and costs in the  
18 interim and collection efforts will be reinstated.

19 2. Within 10 days of the Trustee filing this Motion, Shah shall pay the Trustee  
20 \$400,000 (the good faith deposit). If the Trustee fails to obtain an order approving this Motion by  
21 December 31, 2020, the Trustee will return the good faith deposit.

22 3. The balance between the Settlement Amount and the levied funds and the good faith  
23 deposit (the settlement balance) shall be paid on or before January 31, 2020.

24 4. The Trustee will reasonably and in good faith cooperate with Shah and work with  
25 potential lenders through their escrow companies to allow new lenders to record liens on property  
26 owned by Shah or any Third Party Defendants in order to fund the settlement balance.

27  
28 <sup>3</sup> Mrudula Shah is a party to the compromise but is not a judgment debtor.

5. The levied funds consist of the following:

i.	\$259,705.31	Received by the Trustee from the escrow account held by Old Republic Title Company.
ii.	\$364,856.66	Received by the Trustee from the liquidated Schwab IRA_account.
iii.	\$624,561.97	Subtotal of i. and ii. above.
iv.	\$695,941.56	Amount reported by Wells Fargo Bank in Account Number xxxxxx0467 on levy date, October 22, 2019
v.	\$10,982.15	Amount reported by Wells Fargo Bank in Account Number xxxxxx1385 on levy date, October 22, 2019
vi.	\$205,337.05	Loan Value of MetLife Retail Account Number xxxxxx3601PR MLIV, reported by MetLife on January 2, 2020
vii.	\$304,515.06	Loan Value of MetLife Retail Account Number xx3116 GENAM, reported by MetLife on January 2, 2020
viii.		The amount noted in iii. above, \$624,561.97, is an immediate credit toward the Settlement Amount.
ix.		With respect to iv. through vii. above, upon entry of the 9019 Order, Shah shall immediately sign a stipulation for an order of the Bankruptcy Court that all funds and policies levied by the U.S. Marshal and held by Wells Fargo Bank and MetLife shall be forthwith released to the Trustee. Upon receipt of those funds, the exact amount received will be a credit towards the Settlement Amount, reducing the remaining unpaid balance to approximately \$6,658,662.21 to be satisfied as set forth in section 3b(ii) – (iii), above.

Paragraphs i. through ix. above are collectively the “Levied Funds.”

1           6.       As described above, if the Trustee does not receive timely performance under the  
2 terms of the Agreement, monies received shall be retained by the Trustee but be a credit toward the  
3 Final Judgment.

4           **B.       Other Terms**

5           There are currently various disputed matters pending before the Court with respect to the  
6 Levied Funds, certain exemptions claimed by Shah or claims asserted by third parties controlled  
7 by Shah as to ownership of certain funds. Motions<sup>4</sup> are pending filed by the Trustee to add as  
8 additional judgment debtors multiple entities owned or controlled by Shah.

9           Various motions have been filed by Shah asserting that some of the Levied Funds should  
10 be returned or released: \$364,856.66 (the "IRA") received by the Trustee from a retirement account,  
11 Wells Fargo accounts with Social Security payments, and substantial sums that allegedly belong to  
12 Kamal Holdings, LLC, an entity controlled by Shah; and that insurance policies (loan values) are  
13 either held by an irrevocable trust or should be exempt.

14           The Court has ruled in favor of Shah on certain matters, e.g. Social Security exemptions  
15 and the insurance policy held by an irrevocable trust, other matters are under submission by the  
16 Court and other contested matters are subject to pending hearings. Under the terms of the  
17 Agreement, all matters will be stayed or re-set, as necessary, to a time period after January 31,  
18 2021.

19           General releases will be effective upon the payment of the Settlement Amount in full.

20           **V.       PENDING LITIGATION**

21           As indicated, various actions have been taken by the Trustee to enforce the Judgment and,  
22 thereafter, to enforce the Final Judgment. As noted above, the Levied Funds have been attached by  
23 the Trustee. However, in addition to the Levied Funds, the Trustee has caused to be filed the  
24 following documents:

25       ///

26       ///

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28       <sup>4</sup> See Page 3, Footnote 1

1                    Motion to Amend Judgment to Add Alter-Egos and Spouse of Judgment Debtor

- 2                    • Notice of Hearing on Motion to Amend Judgment to Add Alter-Egos and Spouse
- 3                    • Memorandum of Points and Authorities in Support of Plaintiff's Motion to
- 4                    • Declaration of James A. Hennefer in Support of Plaintiff's Motion to Amend
- 5                    • Declaration of Stephan A. Fraser in Support of Plaintiff's Motion to Amend
- 6                    • Request for Judicial Notice in Support of Plaintiff's Motion to Amend Judgment
- 7                    to Add Alter-Egos and Spouse of Judgment Debtor Plaintiff's Motions to
- 8                    Amend Judgment and for Orders to Comply With Levies of U.S. Marshal

9                    Motion for Order to Comply With Levy (Wells Fargo Bank)

- 10                  • Notice of Hearing on Motion for Order to Comply With Levy (Wells Fargo
- 11                  • Memorandum in Support of Order to Comply With Levy (Wells Fargo Bank)
- 12                  • Declaration of James A. Hennefer in Support of Hearing and Order to Comply
- 13                  With Levy (Wells Fargo)

14                  Motion for Order to Comply With Levy (Met Life)

- 15                  • Notice of Hearing on Motion for Order to Comply With Levy (Met Life)
- 16                  • Memorandum in Support of Order to Comply With Levy (Met Life)
- 17                  • Declaration of James A. Hennefer in Support of Hearing and Order to Comply
- 18                  With Levy (Met Life)

19 In effect, the Trustee takes the position that assets were transferred by Shah, not for the purpose of

20 estate planning but rather to avoid the effects of the Judgment that was recorded against multiple

21 properties owned by Shah or by limited liability corporations owned or controlled by Shah.

22                  In response, Shah has filed the following documents:

23                  Opposition to Plaintiff's Motion to Amend Judgment to Add Alter-Egos and Spouse of

24                  Judgment Debtor

- 25                  • Omnibus Declaration of Chandrakant Shah
- 26                  • Supplemental Opposition to Plaintiff's Motion to Amend Judgment to Add
- 27                  • Defendants' Request for Judicial Notice
- 28                  Alter-Egos and Spouse of Judgment Debtor

29                  Opposition to Plaintiff's Motion for Order to Comply With Levy (Met Life)

- 30                  • Omnibus Declaration of Chandrakant Shah
- 31                  • Supplemental Opposition to Plaintiff's Motion for Order to Comply With Levy
- 32                  (Met Life)



1        Opposition to Plaintiff's Motion for Order to Comply With Levy (Wells Fargo Bank)

- 2            • Omnibus Declaration of Chandrakant Shah  
3            • Supplemental Opposition to Plaintiff's Motion for Order to Comply With Levy  
              (Wells Fargo Bank)

4        Declaration of Wayne A. Silver

5        Supplemental Omnibus Declaration of Chandrakant Shah

6        Supplemental Declaration of Wayne A. Silver

7  
8 Third Party Defendants filed the following documents:

9  
10        Opposition to Motion to Amend Judgment to Add Alter Egos and Spouse of Judgment  
11        Debtor

- 12            • Declaration of Stephen D. Finestone in Support of Objection to Motion to  
              Amend Judgment to Add Alter Egos and Spouse of Judgment Debtor

13 **VI.     THE TRUSTEE'S POSITION**

14        The Trustee's position is quite simple. The Final Judgment, now with interest and attorneys'  
15 fees that can be asserted, is in the sum of approximately \$12,800,000, is owed and should be paid.  
16 The Trustee, through special counsel, pursued Shah by way of the trial, an appeal, a second trial  
17 and appeal and an appeal to the Ninth Circuit Court of Appeal. The Final Judgment has been  
18 entered, Shah has assets and the amounts should be paid. There is no dispute as to the Final  
19 Judgment.

20        In an attempt to collect the Final Judgment, the Trustee received \$259,705 (deposit at title  
21 company) and \$364,856 (the IRA). In addition, the Trustee has levied upon a variety of accounts  
22 controlled by Shah, including two life insurance policies. As indicated, the Trustee has filed a  
23 motion seeking to obtain an order from the Bankruptcy Court directing Shah's bank and others to  
24 turn over funds. The Trustee has been partially successful in that regard. However, no matter what  
25 happens in the interim concerning contested matters, there is no doubt that Shah owns or controls  
26 substantial property that can be utilized to pay the Final Judgment. The majority of these assets are  
27 held by limited liability companies controlled by Shah, some of which supposedly were transferred  
28 for estate planning purposes. This includes two small hotels and a personal residence, all of which

1 the Trustee believes have substantial value. As will be explained, the residence is of substantial  
2 value. The Trustee believes that, notwithstanding it being held in the name of one of the Third Party  
3 Defendants, the residence itself could be liquidated with a substantial recovery to the estate.

#### 4 **VII. THE JUDGMENT DEBTOR'S POSITION**

5 Shah does not dispute his liability for the Final Judgment. However, he asserts that,  
6 notwithstanding representations made previously before the Court, the Shah net worth has been  
7 dramatically affected by the Covid-19 pandemic. Assets that were money-makers in the past are  
8 now a drain on his finances. Occupancy is low at two hotels controlled by Shah, the Sundowner  
9 Inn and the County Inn, but expenses continue. Further, Shah argues that funds that had been levied  
10 upon by the Trustee should not have been levied upon and should be returned to him. Shah also  
11 asserts that the ability to obtain monies to pay the judgment in full cannot be arranged because of  
12 his current asset base. Further, it is difficult to get loans and they would be costly. In the event a  
13 compromise is not approved, Shah will evaluate other alternatives that would delay any collection  
14 efforts by the Trustee for a substantial period of time.

15 In Shah's opposition to the Section 187 Motion to amend the judgment and to add alter-  
16 egos and the spouse of judgment debtor, he asserted that Mrudula Shah should not be a judgment  
17 debtor, since the judgment debtor is only Shah. The Court has agreed with that position. Shah has  
18 submitted a multitude of arguments that, under the California Code of Civil Procedure § 187, the  
19 Third Party Defendants are not alter-egos, in that, they had no representation at the time the lawsuit  
20 was initially prosecuted against Shah. Shah asserts that none of the factors considered in applying  
21 the alter-ego doctrine are present; accordingly, the Trustee's Section 187 Motion should be denied.

22 With respect to the Levied Funds, i.e., the insurance policies (value approximately  
23 \$509,000) Shah asserts that one policy is owned by the Shah Irrevocable Trust, a spendthrift trust  
24 established in 1992 and therefore cannot be attached by the Trustee.

25 With respect to the second insurance policy, Shah asserts statutory exemptions.

26 Likewise, with that portion of the Levied Funds involving the Wells Fargo Bank account,  
27 defects are asserted with respect the levy procedures and statutory exemptions.

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1 While the Trustee asserts that the transfers were made without consideration to the Third  
2 Party Defendants, Shah explains that the transfers were made for estate-planning purposes and not  
3 to avoid the Judgment.

4 Third Party Defendants have their own counsel and assert that the Trustee cannot satisfy  
5 the requirements under C.C.P. § 187 and that the Trustee's various motions were procedurally  
6 flawed, among other assertions.

## 7 **VIII. ANALYSIS OF THE COMPROMISE**

8 The Trustee believes that the compromise with the Judgment Debtors is in the best interest  
9 of the estate, meets the standards of *Martin v. Kane (In re A&C Properties)*, 784 F.2d 1377, 1381  
10 (9th Cir. 1986); *cert. den. sub nom Martin v. Robinson*, 479 U.S. 854 (1986) and should be  
11 approved.

12 The approval or rejection of a compromise is within the Bankruptcy Court's discretion. In  
13 considering the approval of a proposed compromise, the Court must take into account the following  
14 factors: (A) the probability of success in the litigation; (B) the difficulty, if any, to be encountered  
15 in collection; (C) the complexity of the litigation involved and the expense, inconvenience, and  
16 delay necessarily attending it; and (D) the paramount interest of creditors and a proper deference  
17 to their reasonable views.

### 18 **A. The Trustee's Probability of Success**

19 While the Trustee believes that, in the long run, he will most likely be successful if he  
20 attempts to collect the full amount of the Final Judgment, nothing is certain. Based upon the  
21 Trustee's analysis of the assets that could be available, the Trustee believes that the Shahs'  
22 residence in Los Altos Hills, currently owned by Kamal Holdings, LLC, is probably worth between  
23 \$6 million and \$7 million. Although the Trustee could be required to return some levied funds and  
24 grant exemptions and may not be able to liquidate one or possibly both of the insurance policies,  
25 considering the value of the residence, together with the value of the Sundowner Inn and the County  
26 Inn, the Trustee believes there is a reasonable chance that, ultimately, he would be successful in  
27 collecting the Final Judgment, although numerous complications would occur, along with risk that  
28 senior lienholders would act against Shah assets. However, it is also possible that liquidation values

1 currently estimated by the Trustee might not be obtained.

2 **B. The Difficulty of Collection**

3 As indicated by the multitude of motions and responses described in this Motion, collection  
4 will be difficult. Monies already received might have to be returned. At most, only one of the  
5 insurance policies could be levied upon. Kamal Holdings, LLC has asserted a claim to monies held  
6 in the Wells Fargo Bank account (i.e., part of the Levied Funds) in the sum of approximately  
7 \$500,000, arguing that those funds belong to Kamal Holdings and were in the Wells Fargo Bank  
8 account levied upon by the Trustee but should be returned to Kamal Holdings. The Trustee believes  
9 that it is possible that he could prevail in an evidentiary hearing on his Section 187 Motion, but the  
10 outcome is unclear. Thus far, the Court has allowed late exemptions to be asserted by Shah and  
11 held certain assets as unavailable to the Trustee. Further, the Trustee does not know if, when he  
12 attempts to liquidate an interest held by a limited liability corporation, whether third-party claims  
13 will be asserted. Based on what has happened thus far, since the Judgment became final, it is  
14 obvious that Shah and the Third Party Defendants will resist any attempts to liquidate assets,  
15 possibly going so far as to have Shah or the Third Party Defendants file for relief under Chapter 11  
16 of the Bankruptcy Code. If that occurred, collection could be difficult and possibly substantial  
17 delays would occur.

18 **C. The Complexity, Expense and Inconvenience of Litigation**

19 With respect to the Final Judgment, the Trustee has had special counsel, who has pursued  
20 this matter for ten years, through multiple appeals. Now that the Judgment is final, expenses have  
21 been incurred and complex issues have been addressed. Substantial effort has been expended by  
22 special counsel and the Trustee to file appropriate motions, seek relief from the Court and to add  
23 the Third Party Defendants as judgment debtors. However, the Court now has set an evidentiary  
24 hearing, which will involve further litigation, with the outcome unknown. Considering what has  
25 happened thus far, the potential for further costs, delay and litigation on multiple fronts, the Trustee  
26 believes the compromise is in the best interest of the estate.

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1           **D.       The Paramount Interest of Creditors**

2           In many respects, the Trustee believes this is a very important factor in considering  
3 settlement. Creditors in this case have not been paid since 2009, when the Debtor filed for relief  
4 under Chapter 11 of the Bankruptcy Code. Attempts to sell the Debtors' principal asset failed,  
5 resulting in litigation against Shah (and others), ultimately resulting in the Final Judgment. If  
6 litigation continued, collection efforts would be vigorously resisted and further delays would occur.  
7 If Shah or the Third Party Defendants decided to file for relief under Chapter 11 of the Bankruptcy  
8 Code, further delays would result. Accordingly, the Trustee has concluded that, while he has agreed  
9 to a substantial discount of the Final Judgment, accepting \$8,500,000 now is in the best interests of  
10 the creditors, rather than subjecting them to further lengthy delays while collection efforts  
11 continued.

12           Regarding the compromise reached, the negotiation process between the Trustee and Shah  
13 has been ongoing in earnest since the end of March 2020, culminating in resolution this week.  
14 Multiple attempts were made to compromise, with all prior attempts failing. The Trustee believes  
15 that accepting the sum agreed to ends an 11-year case and will allow the Trustee to close it.

16           **IX.     THE RESOLUTION IS APPROPRIATE UNDER THE TRUSTEE'S BUSINESS**  
17 **JUDGMENT**

18           Ninth Circuit case law has indicated that, in addition to meeting the fair and equitable test  
19 noted above, when a trustee compromises with a defendant, the trustee's business judgment comes  
20 into play, i.e., *In re Lahijani*, 325 B.R. 282 (9<sup>th</sup> Cir. BAP 2005), *In re Mickey Thompson*  
21 *Entertainment Group, Inc.*, 292 B.R. 415 (9<sup>th</sup> Cir. BAP 2003) and, further, *In re Berkeley Delaware*  
22 *Court, LLC* (9<sup>th</sup> Cir. No. 14-55854) (August 23, 2016). Should an objection be filed and the Court  
23 consider the Trustee's motion to compromise as a sale, the Trustee believes that he has met the  
24 business judgment test. The Trustee notes there was no improper or bad faith motive. The Trustee  
25 believes that the \$8,500,000 sum that resulted from the negotiations described more thoroughly  
26 above occurred at arms' length. In the Trustee's administration of the case and based upon his  
27 judgment, the resolution is appropriate under the circumstances. In the event someone believes that  
28

1 the compromise amount is inadequate, the Trustee would evaluate and respond to any higher offer  
2 under terms equal to or better than those proposed under the compromise.

3 **X. CONCLUSION AND PRAYER**

4 WHEREFORE, the Trustee prays for entry of an order authorizing him to compromise  
5 controversy with the Judgment Debtors, as described above and in the Notice and Opportunity for  
6 Hearing on Motion to Compromise Controversy With Judgment Debtor filed concurrently  
7 herewith.

8  
9 DATED: November 20, 2020

DENTONS US LLP

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11 By: /s/Michael A. Isaacs

12 MICHAEL A. ISAACS  
13 Attorneys for MOHAMED POONJA,  
14 Trustee in Bankruptcy  
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